

Official America Days in Lviv Photo Scavenger Hunt Rules

I. Contest Sponsors[1]

The “America Days in Lviv” Instagram Photo Scavenger Hunt (the “Contest”) is sponsored by the U.S. Department of State, the United States Embassy in Ukraine, and the America House Kyiv (the “Contest Sponsors”).

II. Description of Contest Objectives

The purpose of the Contest is to encourage people discover events at the America Days cultural festival in Lviv, Ukraine, increase the visibility of American cultural events in Ukraine, and promote discussion of the U.S.-Ukrainian relationship. (See the “Eligibility” section below to find out who is eligible to be a contestant.)

III. Platform(s)

Contest entry and administration will take place through the Instagram social media platform. Contest winners may also be announced on Facebook and Twitter; however Instagram, Facebook and Twitter are not partners or sponsors of the contest. Contestants are reminded that, by participating in the contest and uploading content to Instagram, they are bound by Instagram’s Terms of Service and any agreement with Instagram contained therein.

IV. How to Enter

- a. Participants must take 10 original digital photographs of the clues from 2016 America Days Photo Scavenger Hunt List during America Days in Lviv and post them on Instagram with the clues names, hashtags **#AmDaysPhotoHunt** and **#AmDaysUA** , and handle **@USEmbKyiv**.
- b. Once a photograph is submitted, it is considered a final submission and may not be modified, edited, or replaced. An individual participant can take one photograph of one clue. All photographs must be taken during America Days in Lviv. The photographs can be posted in any order.
- c. If any image does not correspond to a clue, is not titled with the clue name, or any images are missing, the entry will not qualify. All submissions must use the hashtags **#AmDaysUA** and **#AmDaysPhotoHunt**, as well as the handle **@usembkyiv**, or the entry will not qualify.
- d. The contest commences **at 12:00 AM on May 25, 2016 (Kyiv time)**. Entries may be submitted **between 12:00 AM on May 25, 2016 (Kyiv time) and 11:59 PM on May 28, 2016 (Kyiv time)**. Winners will be announced **on May 29, 2016 at 12:00 PM**.

V. Content Requirements

- a. Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.
- b. Submissions must be original content created by the contestant and must not contain any elements that are protected by someone else’s copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and

publicity rights (except as expressly permitted below in (d)). Contest Sponsors recognize no allowance for “fair use” of copyrighted material, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.

c. Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.

d. In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these Official Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.

e. By submitting a photograph to the contest, the contestant affirms that he or she has obtained written consent from all individuals whose image or likeness appears in the photograph (or from the individuals’ parent/legal guardian if any such individuals are considered a minor in their country of residence), and that he or she has obtained the necessary rights, licenses, consents, and permissions to use all material such as music, images, text and other content in the submission. The contestant further affirms that he or she is prepared to provide reliable documentation of any and all such consents, licenses, etc., upon request. Failure to obtain such rights, license consents, and permissions may result in the disqualification of the photo submission at the Contest Sponsors' sole and absolute discretion.

VI. Technical Format Requirements

Photo submissions must be in the format of an Instagram posting. Submissions should not have any visible watermarks, signatures, or personally identifiable information.

VII. Eligibility

a. Contestants must be at least 13 years old on the date of entry into the contest. Parental or legal guardian consent is required for individuals under the age of 18. Contestants must be residents of Ukraine and may not be U.S. citizens or lawful permanent residents.

b. The individual submitting the entry will be considered the contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the contestant must provide complete and accurate information.

c. The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of the Contest Sponsors, Instagram, or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.

d. Once a submission has been accepted for entry into the contest, the contestant’s name (or User ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

VIII. Selection of Winners

- a. All photos are subject to pre-screening by Contest Sponsors to ensure compliance with these Official Contest Rules. Any photos out of compliance will not be posted. Contest Sponsors reserve the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning photo submission has fully complied with these Official Contest Rules before posting to the contest site, awarding prize, recognizing a winner, etc.
- b. **Judges:** The contest jury is comprised of three Public Affairs Section Staff Members of the U.S. Embassy in Ukraine: the Deputy Public Affairs Officer, the Cultural Affairs Officer, and the Assistant Information Officer.
- c. **Judging Criteria:** Entries will be judged for their timeliness and adherence to the 2016 America Days in Lviv Photo Scavenger Hunt List. The top three submissions (by three separate Contest entrants) will be designated the 3 winners. The judges are entitled to award additional Special Mention prizes for the separate entrant's submissions based on their creative approach.
- d. **Winners:** Potential winners will be notified via posting of their photo with their Instagram username on the official Instagram account of the U.S. Embassy in Ukraine on May 29, 2016.
- e. Potential winners will be contacted via the Embassy's Instagram account with a request to claim their prizes. If a potential winner does not contact the Embassy within 3 days, this may result in their disqualification and/or selection of an alternate winner from among all remaining eligible submissions.f

X. Prize(s)

- a. The winners will be announced on the Embassy's Instagram @usembkyiv on **May 29, 2016 at 12:00 PM**. There are three prizes for this competition. There are three prizes for this competition. **First prize:** branded bag, branded mug, branded smart powerbank, branded coaster, a pack of Starbucks coffee, a jar of peanut butter. **Second prize is** a branded bag, a branded steel water bottle, a branded coaster, a pack of Starbucks coffee, a jar of peanut butter. **Third prize is** a branded bag, a branded coaster, a branded pen, a pack of Starbucks coffee, a jar of peanut butter. Additional prizes will include branded merchandize.
- b. Winners have to confirm the acceptance of the prize in a reply within three calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsors reserve the right to select an alternate winner.
- c. Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

XI. Liability and Rights

- a. Contest Sponsors do not endorse any submissions or messages expressed therein, and Contest Sponsors expressly disclaim any and all liability in connection with the submitted photos including disputes between collaborators related to a submission.
- b. The contest and its sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.
- c. Contestants retain sole ownership of their original work. The submission remains the intellectual property of the contestant, and the Contest Sponsors and U.S.

Government make no claim of copyright as to the work of any individual who enters the contest. Contestant specifically agrees to give the Contest Sponsors permission to use all content submitted for purposes of judging the contest. Finalists and/or winners will be required to grant Contest Sponsors, with proper attribution through whatever means they deem appropriate, a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, and/or display the submission in any media formats and through any media channels in perpetuity in connection with the activities and operations of the contest.

d. Contestant assumes sole responsibility for the contest submission and the material contained in it, and for any consequences of submitting or posting it.

e. Contest Sponsors reserve the right at any time to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules. Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.

f. If a prize or any portion thereof is unavailable, Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.

g. Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.h

h. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.

i. Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the contest; or (iii) any claim that a contest submission caused any harm, including financial, to any third party. These indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the contest.

j. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.

k. Contest Sponsors and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by the U.S. Embassy in Ukraine and may be used to contact contestants for other purposes in the future. This information may be shared with the co-sponsor of the contest and/or made available to third parties to the extent permitted by law.

l. Neither the Contest Organizers, nor Contest Sponsors are responsible for any disputes between collaborators in connection with materials submitted for the Contest.

m. Contest Organizers can choose to communicate with participants and offer them cooperation on additional projects.

XII. Limitation of Liability and Exemption Clauses

- a. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the contest.
- b. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.
- c. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the contest, use of the contest site or the downloading of information from the contest site.
- d. By participating in the contest, the contestant releases Contest Sponsors from any and all claims arising from or relating to such contestant's participation in the contest, whether directly or indirectly.
- e. Contest Sponsors are not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.

XII. Publicity.

- a. By submitting a photo to the Contest, Participant agrees that if he wins, his photo(s) will be posted on the U.S. Embassy in Ukraine website, Instagram, Facebook, and Twitter platforms.
- b. The winner agrees that his photo(s) can be used in any public event related to the Contest.

[1] Throughout the contest rules, the term "sponsors" is used to represent either single or multiple sponsors, where applicable.